

GENERAL TERMS AND CONDITIONS – MY FANCY BOOTS BV

(Sliding Tiger is a trade name of My Fancy Boots BV)

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Article 1 – Definitions

For the purposes of these terms and conditions:

- “Additional agreement”: an agreement by which the consumer acquires products, digital content and/or services in connection with a distance contract and these goods,

digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an arrangement between that third party and the entrepreneur.

- “Cooling-off period”: the period within which the consumer may exercise the right of withdrawal.
- “Consumer”: a natural person who is not acting for purposes related to his trade, business, craft or profession.
- “Day”: calendar day.
- “Digital content”: data produced and supplied in digital form.
- “Long-term agreement”: an agreement aimed at the regular supply of goods, services and/or digital content over a certain period.
- “Durable data carrier”: any tool—including e-mail—that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation or use for a period tailored to the purpose of the information, and which allows unchanged reproduction of the stored information.
- “Right of withdrawal”: the option for the consumer to withdraw from the distance contract within the cooling-off period.
- “Entrepreneur”: the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance.
- “Distance contract”: a contract concluded between the entrepreneur and the consumer within the framework of an organised system for distance selling of products, digital content and/or services, whereby up to and including the moment of conclusion of the contract, one or more techniques for distance communication are used exclusively or in addition.
- “Model withdrawal form”: the European model withdrawal form set out in Annex I to these terms. Annex I need not be provided if the consumer has no right of withdrawal in relation to his order.
- “Technique for distance communication”: means that can be used to conclude a contract without the simultaneous physical presence of the consumer and the entrepreneur.

Article 2 – Identity of the Entrepreneur

MY FANCY BOOTS BV

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9040 GENT

(Sliding Tiger is a trade name of My Fancy Boots BV.)

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9000 GENT

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E-mail address: koen@slidingtiger.eu

Company number: 0649.711.245

VAT identification number: BE0649.711.245

Article 3 – Applicability

1. These general terms and conditions apply to every offer by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions shall be made available to the consumer. If this is not reasonably possible, the entrepreneur shall, before the distance contract is concluded, indicate how the general terms and conditions can be inspected at the entrepreneur's premises and that they will be sent free of charge to the consumer as soon as possible upon request.
3. If the distance contract is concluded electronically, the text of these general terms may, in deviation from the previous paragraph and before the contract is concluded, be provided to the consumer by electronic means in such a way that it can be stored by the consumer on a durable data carrier in a simple manner. If this is not reasonably possible, it will be indicated, before the distance contract is concluded, where the general terms and conditions can be consulted electronically and that they will be sent free of charge by electronic means or otherwise at the consumer's request.
4. In the event that, in addition to these general terms and conditions, specific product or service conditions also apply, paragraphs 2 and 3 shall apply mutatis mutandis, and in case of conflicting conditions the consumer may always rely on the provision that is most favourable to him.

Article 4 – The Offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a truthful representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
3. Each offer contains information that makes it clear to the consumer what rights and obligations are attached to acceptance of the offer.

Article 5 – The Agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment the consumer accepts the offer and meets the conditions set out therein.
2. If the consumer has accepted the offer by electronic means, the entrepreneur shall promptly confirm receipt of the acceptance of the offer by electronic means. As long as receipt of this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organisational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. Within the limits of the law, the entrepreneur may ascertain whether the consumer is able to meet his payment obligations, as well as all facts and factors that are important for a responsible conclusion of the distance contract. If, based on this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to its performance.
5. No later than upon delivery of the product, service or digital content to the consumer, the entrepreneur shall send the following information in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier:
 - the visiting address of the entrepreneur's establishment where the consumer can address complaints;
 - the conditions under which and the manner in which the consumer may exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - information on guarantees and existing after-sales service;

- the price including all taxes of the product, service or digital content; where applicable the costs of delivery; and the method of payment, delivery or performance of the distance contract;

- the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;

- if the consumer has a right of withdrawal, the model withdrawal form.

6. In the case of a long-term transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 – Right of Withdrawal

1. The consumer may dissolve an agreement relating to the purchase of a product during a cooling-off period of at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but may not oblige the consumer to state his reason(s).

2. The cooling-off period referred to in paragraph 1 commences on the day after the consumer, or a third party designated by the consumer who is not the carrier, has received the product, or:

- if the consumer has ordered multiple products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer prior to the ordering process, refuse an order for multiple products with different delivery times;

- if the delivery of a product consists of multiple shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;

- in agreements for the regular delivery of products over a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

Extended cooling-off period for products, services and digital content not supplied on a tangible medium in case of failure to inform about the right of withdrawal:

3. If the entrepreneur has not provided the consumer with the legally required information on the right of withdrawal or the model withdrawal form, the cooling-off period expires twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

4. If the entrepreneur provides the information referred to in the previous paragraph to the consumer within twelve months of the start date of the original cooling-off period, the

cooling-off period expires 14 days after the day on which the consumer received that information.

Article 7 – Obligations of the Consumer during the Cooling-off Period

1. During the cooling-off period the consumer shall handle the product and its packaging with care. He shall unpack or use the product only to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point is that the consumer may handle and inspect the product only as he would be allowed to do in a shop.

2. The consumer is liable only for any diminished value of the product resulting from handling the product beyond what is permitted in paragraph 1. If the product has diminished in value as a result of handling beyond what is permitted in paragraph 1, the product will not be refunded, even if the consumer nevertheless returns the product with diminished value to the return address. If the consumer nevertheless wishes to keep the product with diminished value after having returned it without justification, the consumer shall organise and pay for the new transport/shipment himself.

3. The consumer is not liable for any diminished value of the product if the entrepreneur has not provided him, before or at the conclusion of the contract, with all the legally required information about the right of withdrawal.

Article 8 – Exercise of the Right of Withdrawal by the Consumer and Costs Thereof

1. If the consumer exercises his right of withdrawal, he shall notify the entrepreneur within the cooling-off period by means of the model withdrawal form or by another unequivocal statement.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer shall return the product or hand it over to (an authorised representative of) the entrepreneur. This is not required if the entrepreneur has offered to collect the product himself. The consumer shall in any case have complied with the return period if he sends back the product before the cooling-off period has expired.

3. The consumer shall return the product with all supplied accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.

5. The consumer bears the direct costs of returning the product. If the entrepreneur has not stated that the consumer must bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the return costs.

6. If the consumer withdraws after having expressly requested that the performance of the service or the supply of gas, water or electricity not made ready for sale in a limited volume or set quantity should commence during the cooling-off period, the consumer shall owe the entrepreneur an amount proportional to that part of the obligation which has been performed by the entrepreneur at the time of withdrawal, compared with the full performance of the obligation.

7. The consumer does not bear any costs for the performance of services or the supply of water, gas or electricity not made ready for sale in a limited volume or quantity, or for the supply of district heating, if:

- the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs in case of withdrawal or the model withdrawal form; or

- the consumer has not expressly requested the commencement of the performance of the service or supply of gas, water, electricity or district heating during the cooling-off period.

8. The consumer does not bear any costs for the full or partial supply of digital content not supplied on a tangible medium, if:

- he has not expressly consented, prior to its delivery, to the commencement of the performance of the contract before the end of the cooling-off period;

- he has not acknowledged losing his right of withdrawal by giving his consent; or

- the entrepreneur has failed to confirm this statement by the consumer.

9. If the consumer exercises his right of withdrawal, any ancillary contracts are terminated by operation of law.

Article 9 – Obligations of the Entrepreneur in the Event of Withdrawal

1. If the entrepreneur enables the consumer to notify withdrawal electronically, he shall, upon receipt of this notification, promptly send an acknowledgement of receipt.

2. The entrepreneur shall reimburse the consumer's payments, excluding any delivery costs charged by the entrepreneur for the returned product, without undue delay and no later than 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait

with reimbursement until he has received the product or until the consumer has supplied proof of having sent back the product, whichever is the earlier.

3. The entrepreneur shall use the same means of payment for reimbursement as the consumer used, unless the consumer agrees to a different method. The reimbursement is free of charge for the consumer.

Article 10 – Exclusion of the Right of Withdrawal

The entrepreneur excludes the following products and services from the right of withdrawal:

- Products that are personalised or customised, e.g. inline skates configured with the Sliding Tiger Wizard.
- Products or services whose price depends on fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period.
- Contracts concluded at a public auction. A public auction means a method of sale whereby products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or is given the opportunity to be personally present at the auction, under the direction of an auctioneer, and whereby the successful bidder is obliged to purchase the products, digital content and/or services.
- Service contracts, after full performance of the service, but only if: (i) performance has begun with the consumer's explicit prior consent; and (ii) the consumer has declared that he loses his right of withdrawal once the entrepreneur has fully performed the contract.
- Package travel.
- Service contracts for the provision of accommodation, where a specific date or period of performance is provided for in the contract and other than for residential purposes, the transport of goods, car rental services and catering.
- Contracts relating to leisure activities, if the contract provides for a specific date or period of performance thereof.
- Products made to the consumer's specifications, which are not prefabricated and which are made on the basis of an individual choice or decision by the consumer, or which are clearly intended for a specific person.
- Products that spoil quickly or have a limited shelf life.
- Sealed products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery.

- Products which, after delivery, are by their nature inseparably mixed with other products.
- Alcoholic beverages whose price was agreed at the time of the conclusion of the contract, but whose delivery can only take place after 30 days, and whose actual value depends on market fluctuations over which the entrepreneur has no influence.
- Sealed audio, video recordings and computer software, the seal of which has been broken after delivery.
- Newspapers, periodicals or magazines, with the exception of subscriptions to them.
- The supply of digital content other than on a tangible medium, but only if: (i) the performance has begun with the consumer's explicit prior consent; and (ii) the consumer has declared that he thereby loses his right of withdrawal.

Article 11 – Price

1. During the period of validity indicated in the offer, the prices of the products and/or services offered shall not be increased, except for price changes resulting from changes in VAT rates.
2. In deviation from the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, at variable prices. This link to fluctuations and the fact that any prices indicated are target prices will be stated in the offer.
3. Price increases within 3 months after the conclusion of the contract are permitted only if they result from statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are permitted only if the entrepreneur has stipulated this and: (i) they result from statutory regulations or provisions; or (ii) the consumer has the power to terminate the contract as from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

Article 12 – Performance of the Agreement and Additional Guarantee

1. The consumer may submit a warranty claim to the entrepreneur. The entrepreneur will then present it to the manufacturer or an intermediary. We will support the consumer to a reasonable extent. The consumer accepts that a claim can be accepted only if the manufacturer or intermediary accepts the claim. Acceptance of the claim may include, inter alia:

- The product is refunded;
- The product is replaced;
- A part is replaced;
- The product or the part is replaced by something functionally equivalent that is not identical.

2. The consumer acknowledges that his claim may possibly not be accepted by the manufacturer or its intermediary and acknowledges that, in such a case, the entrepreneur cannot and will not act upon the claim. The consumer accepts that he must abide by such decision.

3. The consumer accepts that he must return products with a defect to the entrepreneur at his own expense and that he can only then receive a remedy as mentioned in the points above.

4. The entrepreneur warrants that the products and/or services comply with the agreement, the specifications stated in the offer, with the reasonable requirements of soundness and/or usability and with statutory provisions and/or government regulations existing on the date the agreement is concluded. If agreed, the entrepreneur also warrants that the product is suitable for use other than normal use.

5. An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to fulfil his part of the agreement.

6. “Additional guarantee” means any commitment of the entrepreneur, his supplier, importer or producer in which it grants the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfil his part of the agreement.

Article 13 – Delivery and Performance

1. The entrepreneur will exercise the greatest possible care when receiving and executing orders for products and in assessing requests for the provision of services.

2. The place of delivery is the address that the consumer has made known to the entrepreneur.

3. The consumer accepts that the entrepreneur must pass on the consumer’s address to third parties so that the products can be delivered (e.g. the transport company and intermediary platforms such as SendMyParcel).

4. Subject to what is stated in Article 4 of these general terms and conditions, the entrepreneur will execute accepted orders with due speed. If delivery is delayed, or if an order cannot be executed or can only be executed in part, the consumer will receive notification of this no later than 30 days after placing the order. In that case the consumer has the right to dissolve the contract free of charge and is entitled to any compensation as provided by law.
5. Upon dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount that the consumer has paid.
6. The consumer accepts that the entrepreneur will, at his own discretion, choose a transport company. The consumer accepts that the entrepreneur may use a platform acting as an intermediary, e.g. a platform such as SendMyParcel.
7. The risk of damage to and/or loss of products rests with the entrepreneur until the moment of transfer of the products to a transport company chosen by the entrepreneur.
8. As soon as the products have been transferred to a transport company and until the moment that the transport company has delivered the products to the consumer, the consumer may lodge a complaint with the entrepreneur in the event of damage and/or loss. The consumer accepts that such complaint will not necessarily be acted upon.
9. In the event of a complaint about damage and/or loss of the products, the entrepreneur will support the consumer vis-à-vis the transport company (or the intermediary) and will submit the complaint. The consumer accepts that he can only receive compensation for damage and/or loss if the transport company and/or the intermediary accepts the complaint.

Article 14 – Long-term Transactions: term, termination and renewal

Termination:

1. The consumer may at any time terminate an agreement concluded for an indefinite period and which extends to the regular supply of products (including electricity) or services, subject to the agreed termination rules and a notice period of no more than one month.
2. The consumer may at any time terminate an agreement concluded for a definite period and which extends to the regular supply of products (including electricity) or services at the end of the fixed term, subject to the agreed termination rules and a notice period of no more than one month.
3. The consumer may terminate the agreements referred to in the previous paragraphs:
 - at any time and is not limited to termination at a specific time or during a specific period;

- at least in the same way as they were entered into by him;
- always with the same notice period as the entrepreneur has stipulated for himself.

Renewal:

4. An agreement concluded for a definite period and which extends to the regular supply of products (including electricity) or services may not be tacitly extended or renewed for a fixed term.

5. In deviation from the previous paragraph, an agreement concluded for a definite period and which extends to the regular supply of daily, news and weekly newspapers and periodicals may be tacitly extended for a fixed term of up to three months, if the consumer can terminate this extended agreement at the end of the extension with a notice period of no more than one month.

6. An agreement concluded for a definite period and which extends to the regular supply of products or services may be tacitly extended only for an indefinite period if the consumer may terminate at any time with a notice period of no more than one month. The notice period is at most three months in case the agreement extends to the regular, but less than once a month, supply of daily, news and weekly newspapers and periodicals.

7. An agreement with limited duration for the regular supply by way of introduction of daily, news and weekly newspapers and periodicals (trial or introductory subscription) shall not be tacitly continued and ends automatically after the trial or introductory period.

Duration:

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year, with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 15 – Payment

1. Unless otherwise provided in the contract or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or, in the absence of a cooling-off period, within 14 days after the conclusion of the contract. In the case of a contract for the provision of a service, this period starts on the day after the consumer has received the confirmation of the contract.

2. When selling products to consumers, the consumer may never be obliged in general terms and conditions to make an advance payment of more than 50%. Where advance payment has been stipulated, the consumer cannot assert any rights regarding the

execution of the relevant order or service(s) before the stipulated advance payment has been made.

3. The consumer has the duty to report inaccuracies in provided or stated payment data to the entrepreneur without delay.

4. If the consumer does not timely fulfil his payment obligations, and after he has been notified by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still fulfil his payment obligations, upon failure to pay within this 14-day period, the statutory interest is due on the outstanding amount and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to €2,500; 10% on the next €2,500; and 5% on the next €5,000, with a minimum of €40. The entrepreneur may deviate from the said amounts and percentages in favour of the consumer.

Article 16 – Complaints Procedure

1. The entrepreneur has a sufficiently publicised complaints procedure and handles the complaint in accordance with this complaints procedure.

2. Complaints about the execution of the agreement must be submitted to the entrepreneur fully and clearly described within a reasonable time after the consumer has discovered the defects.

3. Complaints submitted to the entrepreneur shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur shall reply within the 14-day period with an acknowledgement of receipt and an indication of when the consumer can expect a more detailed answer.

4. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint by mutual agreement. After this period a dispute arises that is subject to the disputes procedure.

Article 17 – Disputes

1. Only Belgian law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions relate.

Article 18 – Additional or Deviating Provisions

Additional or deviating provisions may not be to the consumer's detriment and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.

Annex I: Model Withdrawal Form

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: [name of entrepreneur]

[geographical address of the entrepreneur]

[fax number of the entrepreneur, if available]

[e-mail address or electronic address of the entrepreneur]

I/We* hereby inform you that I/we* withdraw from our contract relating to

the sale of the following products: [indication of product]*

the supply of the following digital content: [indication of digital content]*

the performance of the following service: [indication of service]*

Ordered on*/received on* [date of order for services or receipt for products]

[Name of consumer(s)]

[Address of consumer(s)]

[Signature of consumer(s)] (only if this form is submitted on paper)

* Delete what does not apply or insert what applies.